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ABSTRACT

This paper is designed to be used as a practical resource manual for the development of proposals for negotiations on inservice teacher education. It is divided into two sections. The first section focuses on the analytical techniques which should be used by an association in formulating the content and design of its inservice education proposal. It addresses the following three major considerations: (1) the relationship which should be developed between the negotiated inservice program and other negotiations priorities, (2) the negotiating unit, and (3) the legitimate organizational objectives of the association. The second section examines three general options which an association can adopt in negotiating its inservice program. Each option is accompanied by illustrative contract language. (Author/PB)

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A NEGOTIATIONS STRATEGY

FOR

INSERVICE EDUCATION

U S DEPARTMENT OF HEALTH
EDUCATION & WELFARE
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A WORD ABOUT THE CONTENTS

This paper -- which has been prepared for local association leaders and advisers -- is designed to be used as a practical resource manual for the development of proposals for negotiations on in-service teacher education.

The paper is divided into two sections. The first section focuses on the analytical techniques which should be used by an association in formulating the content and design of its in-service education proposal. It addresses three major considerations: (1) the relationship which should be developed between the negotiated in-service program and other negotiations priorities, (2) the in-service needs and negotiations priorities of teachers in the negotiating unit, and (3) the legitimate organizational objectives of the association.

The second section examines three general options which an association can adopt in negotiating its in-service program. Each option is accompanied by illustrative contract language.

It cannot be overemphasized that this paper is not designed to provide an association with "the model" approach to the negotiation of in-service education. For not every association has the same in-service objectives, the same negotiations priorities, or the same capacity to redesign its negotiations objectives. That is why this paper discusses three general and flexible options and does not recommend a single approach, and that is why the contract language which appears in the paper is illustrative rather than model. In short, this paper is in the form of a drafting manual.

Finally, it should be understood that this paper operates on two basic assumptions. One is that association staff and leaders are sufficiently skilled to adapt the concepts and contract language which appear in this paper to the particular needs of the local situation. The other is that state statutory law and decisions by state courts and administrative tribunals have not circumscribed or restricted the negotiability of in-service education programs at the local level.*

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*This second assumption is made for purposes of this paper only. It is of course recognized that there are state legislatures, courts, and administrative commissions which have in varying degrees circumscribed the scope of negotiations in the public education sector. In a future paper we shall explore (a) the nature of these different legal impediments, and (b) the steps which an association can take to circumvent them or minimize their impact.

I. PROGRAM DESIGN

The Problem

What program components should be incorporated into the negotiated in-service teacher education program? How much money should be earmarked for the program? Who should design and administer the program?

The answers to these questions, and others like them, will depend upon factors which vary from one local situation to another. For example, the teachers in one school district may attach a high priority to the negotiation of a comprehensive in-service program while the teachers in another school district may not. One school district may be wealthy and another may be poor. The association may be strong or it may be weak.

It is suggested that the negotiated in-service program should reflect, and where possible exploit, those factors which are relevant and peculiar to the local situation. In this first section, we shall examine an analytical framework which has been designed with that objective in mind.

Summary of Points

1. *The content and design of the negotiated in-service education program should be woven into the fabric of a coherent negotiations strategy.*

2. *The content and design of the negotiated in-service education program should reflect the in-service needs and negotiations priorities of the teachers in the negotiating unit.*

3. *The content and design of the negotiated in-service education program should reflect the legitimate needs and concerns of the association.*

A Coherent Negotiations Strategy

The content and design of the in-service education program should be integrated into the fabric of a coherent negotiations strategy. This means,

among other things, that the negotiated in-service program should be utilized to complement, supplement, and expand teacher or association benefits which are contained in other provisions of the collective agreement.

This general proposition can be illustrated in several ways. For example, the association's concern with respect to arbitrary dismissals may be reflected in two contract provisions dealing with the grounds for such dismissals (i.e., "just cause") and with teacher evaluations respectively. In addition, however, the association might propose that in-service monies be made available to correct deficiencies which have been noted in the teacher evaluations. Or if higher salaries are the paramount concern, the association can propose that in-service monies be made available for university course work leading to an advanced degree.

The design as well as the content of the in-service education program should likewise reflect a coherent, integrated negotiations strategy. For example, involving teachers in the design of the in-service program may help to overcome their collective frustration resulting from systematic exclusion from the decision-making process. Assigning the association control over the expenditure of in-service monies may serve to increase membership by giving the association otherwise unattainable visibility among its constituent teachers. Having the school district design the in-service program may provide the association with an additional opportunity to police the agreement aggressively and thereby overcome its image as a complacent organization.

It should be understood, of course, that these are not recommendations. They are only meant to illustrate the point that the content and design of the in-service program, like the content and design of other negotiated programs, should be integrated into a general negotiations strategy. What

that strategy should be obviously will depend upon the particular needs and concerns of the association and the teachers it represents.

Teacher Objectives

- Meeting the In-Service Needs of Teachers

The in-service education program should be designed to meet the in-service needs of teachers. What this suggests, of course, is that an association must be in a position to identify those needs.

Associations traditionally have employed the needs survey to assess teacher needs. In many cases, the survey requests -- and therefore returns -- information which has only marginal utility in the development of the negotiations proposal. Insofar as that survey relates to the development of an in-service program, it is suggested that the following elements be included in order to gain the most useful information:

1. A short statement outlining the nature and purpose of an in-service program
2. A list of potential program components with an opportunity for the teachers to prioritize among them
3. An opportunity for teachers to rank the in-service program as a negotiations priority
4. An opportunity for teachers to explain in narrative form what they are looking for in an in-service program
5. A statement explaining the purpose of the survey
6. A statement designating to whom and by what date the survey must be returned.

Obviously, the needs survey instrument must be supplemented by other needs assessment devices. Association faculty representatives should be encouraged -- or even required -- to report on teacher concerns at frequent and predetermined intervals. Association officers and staff members should visit faculty lounges and attend faculty meetings. Teachers should be

asked periodically to evaluate ongoing in-service programs. In sum, the association should endeavor to maintain a continuing dialogue with the teachers it represents.[1]

• Meeting the Negotiations Priorities of Teachers

In some school districts the priority which teachers attach to the negotiation of a comprehensive in-service education program will be high; in others it will not.

The fact that teachers have not placed a high priority on the negotiation of an in-service program does not mean that the program should be abandoned. It only means that association in-service objectives may have to be modified to reflect those priorities.

Again, an example may be helpful. Let us suppose that the teachers have identified the increased cost of living as their primary concern and higher salaries as their primary negotiations objective. Let us suppose further that the teachers have also expressed a desire for a comprehensive in-service education program which would provide each teacher with $500 to be used at the teacher's individual discretion for in-service education purposes. The monies which are available for essentials (e.g., food, clothing, housing) and for in-service education ultimately come from the same source. In other words, the greater the amount of money which is allocated for essentials, the smaller the amount of money which can be allocated for in-service education purposes.

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[1]Because of the critical importance of gathering data which will help to define teachers' requirements for in-service education, as seen by the teachers themselves, additional detail on ways in which a needs assessment for in-service education can be undertaken is contained in the appendix to this document.

This hypothetical example helps to point out the importance of a flexible, rational negotiations strategy. For instance, the association should be prepared to develop its in-service negotiations strategy around program components which have a limited aggregate cost. In fact, the association may decide -- or be forced -- to leave the in-service program unresolved during negotiations because of an anticipated or actual inability to secure minimally acceptable in-service guarantees in the collective agreement. This in turn might call for the development of another negotiations strategy, e.g., establishing through the agreement a joint committee to ascertain possible in-service education program components, which would preserve the in-service concept in the agreement without sacrificing the in-service content.

In sum, teachers' in-service needs must be looked at in relation to their general negotiations priorities. Where those in-service needs have been accorded a relatively low negotiations priority, the association must devise a negotiations strategy which reflects the teachers' priorities and also preserves basic and achievable in-service objectives.

Association Objectives

The content of the in-service education program should reflect the concerns of the association itself. The following two examples are illustrative:

1. Membership Recruitment. The association can use the in-service program to recruit members. One method which has been used successfully is the association-sponsored orientation program for new teachers at which the association, among other things, spells out the benefits of association membership.

2. Training. The association can use the in-service program for training teachers to perform association duties more effectively. One training device which has been used in this context has been the association grievance workshop for faculty representatives.

The design of the in-service program should also reflect association needs. Two examples were provided earlier, i.e., giving the association control over in-service monies and having the school district design the in-service program. There are others. For instance, as part of its negotiations strategy the association may decide to trade off certain in-service objectives in order to preserve its own financial and organizational security (e.g., agency fee) or its status as the negotiations representative (e.g., a three-year agreement).

Conclusion

This discussion should be placed in a proper perspective. There has been no attempt to detail the components of a model in-service education program. Rather, the purpose of this first section has been to illustrate that the content and design of a negotiated in-service program should emerge from a well-conceived negotiations strategy which takes into account the in-service needs and negotiations priorities of teachers, the legitimate concerns of the association, and the integration of purpose and design which can and should be developed among the disparate provisions of the collective agreement.

In the next section we shall explore three general options which may be employed to implement the in-service negotiations strategy. Specific contract clauses accompany the discussion of each approach.

II. PROGRAM DESIGN OPTIONS

A local association should pose the following two questions before it proceeds to design the in-service education contract proposal:

1. Should the current in-service program be preserved? If so, why; if not, why not?

2. If change is called for, by whom and by what process should it be effected? If not called for, how should the present program be maintained?

Preserving the Program

In-service education programs can emerge out of different processes. A school district can design and fund the program without teacher or association involvement. An association can sponsor and fund its own in-service program. Teachers can satisfy their personal in-service education objectives on their own, perhaps through courses which are made available by a local university. And in-service programs can be developed bilaterally through the negotiations process.

The method by which an in-service program is developed does not necessarily determine how valuable that program will be. On the other hand, the evidence seems to be that in-service programs which are designed unilaterally by school districts, while possibly containing certain legitimate public purposes, naturally tend to ignore the in-service needs of most teachers; that association sponsored programs, while certainly more relevant to teacher needs, tend to be underfunded and therefore less comprehensive than might be desired; and that most teachers, while professionally motivated to do so, do not have the money to pursue substantial university course work.

by the agreement. This can be accomplished by drafting a grievance definition which covers either the specific program or the manner by which the program was adopted (e.g., by school district policy, regulation, or practice). Since the latter approach would not restrict itself to changes in the in-service program alone, it is generally to be preferred. With these thoughts in mind, the following two contract clauses would help to preserve in-service programs which have not specifically been negotiated into the collective agreement.

Maintenance of Standards

> All conditions and benefits of employment of employees which existed as of the effective date of this Agreement shall be maintained during the term of this Agreement, unless such conditions and benefits are expressly covered by this Agreement or are changed by the parties during the term of this Agreement.

Grievance Definition

> A "grievance" is an allegation by the Association or by one or more employees that there has been a misinterpretation, violation, or misapplication of a provision of this Agreement, or of a Board policy, practice, rule, or regulation which is not expressly or impliedly covered by a provision of this Agreement.

Changing the Program

It is more likely than not that the existing in-service education program is not satisfactory and that changes are required. The question then is, who should be responsible for making those changes?

There are several possibilities. The two parties can design the program bilaterally, or they can pass that responsibility to an ostensibly neutral committee, to the association, or even to the school district itself. They can design the new program during negotiations or defer that joint

responsibility to a later date. They can have the neutral committee make recommendations or findings of fact and utilize those recommendations or findings through a supplementary provision in the current agreement or through a provision in a successor agreement.

For purposes of this paper, we shall divide these various alternatives into three categories or options. One is where the parties develop the program, either through specific program components or through criteria which are negotiated into the collective agreement. The second is where a neutral committee becomes directly involved in the process of developing the program. And the third is where the association alone assumes control over the design of the in-service program and the disbursement of in-service monies.

• Option 1: Bilateral Program Development

In this approach, the association typically conducts a needs survey among its bargaining unit members. It then tabulates the results, develops an in-service education proposal which is based on those results, and negotiates a specific in-service program from the proposal.

This first approach gives the two negotiating parties exclusive control over the content of the in-service program. In and of itself, such control is generally desirable. The negotiations representative carries into negotiations the resources, the support, and the flexibility -- more, certainly, than would be available to individual teachers or a committee operating in another forum -- to ensure that teachers' needs are met.

The negotiation of specific in-service program components can present certain difficulties, however. For one thing, the proposal may be predicated on a needs survey which was conducted and analyzed over a

necessarily short period of time. This in turn might mean that the negotiations proposal is either incomplete or contains items which should be excluded. Also, it is possible that the association's negotiating team will have neither the negotiating flexibility nor the in-service expertise to resolve satisfactorily the competing and specific in-service suggestions made by the teachers in the unit. Finally, it is also possible that once the specific program is negotiated, the association will be unable to expand or modify program content to meet the changing in-service needs of the teachers in the unit.

It is often possible to eliminate, or at least minimize, the problems which are raised above. Needs surveys should be conducted and evaluated well in advance of negotiations. Cost factors should parallel the relative priority given to the proposal. Controversial and overly ambitious program elements should be modified or deleted from the proposal. The proposal should permit the parties by agreement to expand in-service benefits during the life of the collective agreement.

On the other hand, the association can attack these same problems by modifying its basic approach under this option. One alternative would be to negotiate a contract provision which requires the parties to continue negotiations on the in-service program until they reach agreement.[2] A second alternative would be to transfer responsibility for the design of the program to a committee or to the association.[3] And a third alternative would be to permit the school district to design the program, subject to criteria which are negotiated into the agreement.

The third alternative has at least two attractive features. First, it forces the school district -- rather than the association -- to prioritize among competing teacher in-service needs. Second, in policing the agreement, the

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[2]The major problem with this approach is that once the financial items are resolved, the association loses its leverage to negotiate a meaningful in-service program.

[3]This second alternative is discussed later in this section.

association can file grievances pursuant to clearly defined criteria which it helped to negotiate, and direct those grievances at an in-service program which the school district designed on its own. The following contract clauses reflect the first and third approaches respectively:

I.

The parties shall meet at reasonable times to develop an in-service education program which is responsive to the in-service needs of teachers. Any agreements reached shall be incorporated into this agreement and shall become a material part thereof.

II.

1. No later than _____ of each school year, the Board shall solicit in writing the in-service needs of every teacher in the school district.

2. No later than _____ of each school year, the Board shall make available to teachers an in-service education program, which shall be funded by the Board in an amount equivalent to $_____ per teacher per school year and which shall be subject to the following mandatory criteria:

   (a) The in-service program components shall be based on the in-service needs of teachers, as expressed in the needs survey results and also as perceived by the Board. Such program shall include, but not be limited to, */college or university course work, group experiences such as lectures and professional association meetings, and individualized training programs./*

   (b) Teacher participation shall be voluntary.

   (c) Every teacher shall have the right to participate in the manner and to the extent he or she desires, so long as such participation does not exceed the use of _____ school hours or the expenditure of $_____ in each school year.

   (d) Any teacher who does not expend his allocated $_____ during the first school year shall be entitled to a second year allowance equal to $_____ plus that portion of $_____ which was not spent by such teacher during the first year. All monies which are not expended during the second school year shall be divided equally among the teachers whose in-service costs exceeded their two-year entitlements.

   (e) The $_____ per teacher entitlement shall cover all costs incurred by a teacher in connection with participation in the program, including, for example, tuition costs and transportation, board and lodging expenses.

3. From time to time the Board may require teachers to attend in-service workshops and training sessions; provided, however, such programs shall

be limited to _____ hours per school year and shall be designed */to correct problems which arise between students and the teachers who are required to attend./*

4. Every teacher shall be compensated for all time spent in attendance at every in-service program during the school day at his/her regular hourly rate, to be computed as follows:

$$\frac{\text{regular annual salary}}{\text{teacher days/year}} = \text{regular daily rate}$$

$$\frac{\text{regular daily rate}}{\text{teacher hours/day}} = \text{regular hourly rate}$$

Compensation for mandatory attendance outside the school day shall be at one and one-half times the teacher's regular hourly rate.

Explanatory Note

The sample provision spans two school years -- see subparagraph 2(d). Should the association desire to consummate an agreement of different duration, the language will have to be modified accordingly.

Paragraph 1 makes the board responsible for soliciting the in-service needs of teachers. The association should communicate with the teachers before the board sends out the solicitation. In its communication, the association should explain the nature and purpose of the in-service program, the in-service options which may be available to them, including those which have already been negotiated (see subparagraph 2(a)), and the time by which their responses must be returned. It would also be preferable to have the responses returned to the association, which would deliver them to the appropriate administrator.

Paragraph 3 takes into account the fact that school boards will not relinquish easily their long-standing prerogative to continue traditional in-service programs and to develop new ones. In fact circumstances do arise from time to time which make it advisable to

develop particular in-service programs in response to special and unforeseen difficulties. The association, therefore, may choose -- or be forced -- to recognize this school board prerogative. At the same time, the association should place reasonable restrictions on program scope and use. An illustrative example in paragraph 3 is the restriction that such programs must be limited to problems which arise between students and teachers and that only those teachers who have experienced such problems can be required to attend.

• Option 2: The Neutral Committee

The joint committee or council approach provides an alternative but equally legitimate procedure for developing an in-service program. Typically it takes either of two forms.

In one form, the board and the association establish through the negotiated agreement a joint committee which is responsible for designing and monitoring the in-service program. The collective agreement specifies the size and composition of the committee, the amount of money it will have at its disposal, and the criteria it must adhere to in developing the program.

In the second form, the committee is not empowered to design the program. Instead, it is established as an advisory body with the authority only to recommend in-service program components to the two parties for inclusion in a collective agreement. The parties retain the authority to adopt, modify, or reject the recommendations.

The joint committee approach has become increasingly popular. Its popularity is attributable to many factors. One is the widely held belief that a relevant, comprehensive in-service program cannot be developed through a process -- i.e., negotiations -- which is adversary in nature

and which is staffed by persons on each side who may be experts in negotiations but who know very little about the educational implications of various in-service program components. Another reason for the popularity of this approach is that negotiating parties are often unable to agree on in-service program specifics or criteria. In this situation, an association may decide that there are other negotiations objectives which have a higher priority and that the joint committee approach provides a method for preserving the in-service concept without sacrificing either its other negotiations objectives or the specifics of its own in-service proposal.

An association must recognize, however, that the joint committee approach contains inherent and potential dangers. For one thing, all too often the teachers who are appointed to the committee by the association do not consider themselves accountable to the association and other bargaining unit members. For another, management influence on such committees tends to be disproportionate to its representation. Unlike the teacher committee members, the management representatives will typically be experts who are in a position to devote full time to committee duties. Also, management can use the committee approach to build public support for its own programs. By dominating an ostensibly neutral committee, management can not only control the design of the program but can also claim -- to parents and others in the community -- that the program enjoys the support of teachers.

These dangers are obviously exacerbated where the committee is given control over the content of the program. If the committee members perform their respective roles properly, teacher members will promote teacher interests and management members will promote school district interests. When the two interests collide, consensus will be reached through negotia-

tion and compromise. This means, of course, that the committee -- which is not accountable to the association or to teachers collectively -- will be given an authority which has been exclusively vested in the association and over which the association has no control.

An association can address these dangers in two general ways. One is to guarantee association control through the manipulation of the committee's membership. The other is to minimize the danger the committee can create by restricting the committee's control over the content and design of the program.

With respect to the committee's composition, the association can propose (a) that the spokesperson for the teacher committee members be an association officer, (b) that the chairperson of the committee be an association officer, (c) that the number of association appointed teacher members exceeds or at least equals the number of administrator members, and (d) that the committee be staffed by an in-service expert who is accountable to the association.

With respect to the authority of the committee, the association can propose (a) to limit the committee's role to fact-finding, (b) to prohibit the committee from making its findings public, (c) to circumscribe the committee's agenda, and (d) to require the committee to deliver its report to the association at least six months before negotiations are scheduled to resume.

It should be understood that these precautionary steps may not be necessary or even advisable in every local situation. Perhaps the association and the school board have already successfully employed the committee to design the local in-service program and both parties see no reason to alter the arrangement. Perhaps the association desires to

involve teachers in the design of the in-service program and the committee approach appears to be the perfect vehicle. Perhaps the association has already attempted unsuccessfully to negotiate a meaningful in-service program and it sees the committee approach as offering a satisfactory alternative.

In short, there may be many reasons why an association may choose to ignore the severe restrictions which can be placed on the committee's authority. This discussion is not designed to limit an association's options. Rather, it is to illustrate certain potential dangers which surround the use of an in-service committee and to suggest steps which may be taken to minimize or eliminate them. With this single purpose in mind, the following clauses are suggested:

I.

____. Recognizing the importance of an in-service education program which meets the needs of teachers, the parties agree to establish an In-Service Education Committee which shall ascertain the in-service needs of teachers and also the kinds and costs of in-service programs which may be used to meet those needs.

____. The In-Service Committee shall consist of seven (7) members, three (3) to be appointed by the Board and four (4) to be appointed by the Association. The Association shall also designate one of its four representatives as the Committee chairperson.

____. The In-Service Committee shall hold its first meeting on _____, 19__. The chairperson of the Committee shall be responsible for establishing the rules of the Committee and for setting the time, place, duration, and frequency of Committee meetings.

____. The Board shall set aside $_____, which shall be made available to the Committee for the following purposes:

(1) $_____ to obtain the services of a staff consultant to the Committee, such consultant to be hired by the Association;

(2) $_____ to cover Committee overhead expenses such as printing and mailing;

____. (3) $_____ to cover the reasonable out-of-pocket expenses of Committee members (e.g., transportation, meals, lodging) incurred in connection with the performance of Committee duties. Additionally, the Board shall pay each teacher member on the Committee his/her regular hourly rate of pay for each hour or portion of an hour spent in the performance of Committee duties. The regular hourly rate of pay shall be computed as follows:

$$\frac{\text{regular annual salary}}{\text{teacher days/year}} = \text{regular daily rate}$$

$$\frac{\text{regular daily rate}}{\text{teacher hours/day}} = \text{regular hourly rate}$$

____. At least six (6) months before the termination of this Agreement the Committee shall deliver a report of its findings to the Board and Association. The reported findings shall be kept confidential by the Committee members and the two parties.

Should the association decide that a joint committee or council ought to be established for the purpose of designing or recommending the design of the in-service program, the following clauses might be used:

I.

1. The Board and the Association agree to establish an In-Service Education Committee which shall develop an in-service program for the teachers in the negotiating unit, to be completed no later than _____, 19___.

II.

1. The Board and the Association agree to establish an In-Service Education Committee which shall be responsible for recommending to the parties an in-service program for the teachers in the negotiating unit, such recommendation to be submitted no later than _____, 19___.

It is probably unnecessary to point out that the respective provisions should incorporate the same kinds of protections enumerated earlier in this section of the paper. This means, among other things, that the two provisions should spell out the criteria which the program must satisfy (e.g.,

relevant to teacher in-service needs), the membership composition of the committee, the guarantee of an association officer to serve as the committee chairperson and teacher spokesperson, the funds to be made available by the school district, the guarantee of an in-service expert who is accountable to the association, and the requirement that the committee's recommendations be submitted to the association well before negotiations resume[4] and that they not be released by the committee at any time.

- Option 3: Association Control Over the Program

In this, the third and final option, the school board agrees to provide monies for the establishment of an in-serivce fund under association auspices and for purposes outlined in the collective agreement. In many ways this approach is ideal. An association which can control the design of the program as well as the disbursements madé pursuant to that program is in an enviable position. It can serve teachers and at the same time enhance its own organizational visibility and security.

Perhaps the major difficulty with this approach, aside from the fact that school boards are extremely reluctant to allocate monies to programs which they cannot control, is a legal one. In their book The Law and Practice of Teacher Negotiations, Wollett and Chanin refer to the principal legal obstacle, although in a different context. As they point out in their discussion relating to the negotiation of teacher group welfare programs:

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[4]The parties, of course, may ask that the designed or recommended program be submitted for inclusion or negotiation in the existing collective agreement. In such case, the parties should designate a date certain by which the committee must report to the parties.

The second approach, which would more likely withstand legal challenge, would parallel the first but with one major difference. Instead of being allowed to develop and administer the in-service program, the association would be empowered only to disburse monies, and even then only pursuant to criteria which were clearly spelled out in the collective agreement or the trust agreement. The following language is illustrative:

> II.
>
> The Board shall provide $_____ during the term of this agreement for the purpose of establishing, pursuant to a trust agreement between the Board and the Association, a Trust Fund, which shall be administered by the Association for the purposes outlined below:
>
> (a) Providing training for new teachers
> (b) School visitations
> (c) Research in teacher training techniques
> (d) University course work.

The specified proposals -- (a) through (d) -- are illustrative only.

The third and least legally troublesome approach would be to have the school board retain control over the monies but be obligated at the same time to fund any teacher-designed program which was approved by the association, subject to a specified per-teacher dollar maximum. In other words, the association could control to some extent the uses to which in-service monies were put without exercising any control over the monies in the fund.

The particular structure of the proposed program, whatever it might be, should be developed with certain considerations in mind. First, if the association is to retain control over in-service monies provided by the school district, its discretion with respect to the uses to which such

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The specified proposals -- (a) through (d) -- are illustrative only.

The third and least legally troublesome approach would be to have the school board retain control over the monies but be obligated at the same time to fund any teacher-designed program which was approved by the association, subject to a specified per-teacher dollar maximum. In other words, the association could control to some extent the uses to which in-service monies were put without exercising any control over the monies in the fund.

The particular structure of the proposed program, whatever it might be, should be developed with certain considerations in mind. First, if the association is to retain control over in-service monies provided by the school district, its discretion with respect to the uses to which such

monies may be put will probably have to be restricted if the arrangement is to overcome legal challenge. Second, if the association desires to monitor or control the in-service program, it should be certain to negotiate sufficient monies to hire administrative staff and consultant assistance. Third, if an association is able to negotiate a program in which it exercises control over the monies in the in-service fund, it should also negotiate an alternative proposal (e.g., the joint council approach) which would allow for the continuance of the program should there be a successful legal challenge. And fourth, an association should recognize that the in-service needs of individual teachers and the negotiations objectives of the association may conflict and that the association may be forced to make decisions which are unpopular among certain of its constituents. This dilemma faces every association at one time or another. The association cannot hope to satisfy every teacher on every issue. It can, however, seek to meet the needs and priorities of most teachers without sacrificing the rights or ignoring the needs of the minority. That is why it is important for the association to develop a rational and flexible negotiations strategy.